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BY AGREEING TO THIS LICENCE AGREEMENT YOU WILL BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MUST TELL US AND WE WILL THEN BE UNWILLING TO LICENSE THE SOFTWARE TO YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE YOU MAY NOT ACCESS OR USE THE SLING RECORD SOFTWARE.

This licence agreement (the “Licence”) is a legal agreement between you (Licensee or you) and **Clinical Skills Limited** a company registered with number 5105852 and whose registered office is at 114 Park Road, Chiswick, London W4 3HP (**Clinical Skills** or **we**).

BACKGROUND:

- A Clinical Skills is the owner and operator of software known as Sling Record comprising downloadable software and applications and all information and materials published or otherwise distributed in or using it (“the Sling Record Software”).
- B Clinical Skills has agreed to licence to the Licensee and to permit it and persons employed by it (“End Users”) to use the Sling Record Software to download and print template recordal sheets.

It is therefore agreed as follows:

1. Grant of Licence

- 1.1.1. In consideration of the payment of the Fees as and when they fall due Clinical Skills hereby grants to the Licensee a non-exclusive, non transferable licence to download and use the Sling Record Software on a single computer unit.
- 1.2. The Licensee agrees and acknowledges that:
 - 1.2.1. it shall receive no other rights other than the non-exclusive right it is granted in accordance with clause 1.1 to use of the Sling Record Software;
 - 1.2.2. it shall not sub-licence the Sling Record Software or permit any third party to use the Sling Record Software other than End Users permitted to do so in accordance with this Licence; and
 - 1.2.3. it shall not use or permit the use of the Sling Record Software by End Users for any purpose other than for the purposes of downloading and printing the templates available on the Sling Record Software for the recordal of information.

- 1.3. The Licensee acknowledges that this agreement does not include anything which allows the Licensee to copy or recreate content contained in the Sling Record Software, in part or in whole otherwise than in accordance with the permitted use granted by this Licence.
- 1.4. The Licensee will only access and permit End Users to access the Sling Record Software via the single computer unit it is downloaded onto and will bring the terms of this Licence to the attention of all End Users. Internal use of the Software shall be password protected by the Licensee.
- 1.5. The Licensee agrees that it will not and will not permit the End Users to access to the Sling Record Software remotely.

2. Fees

- 2.1. For the purposes of this Agreement, any references to “the Fees” shall be a reference to the amount of £17.99 including VAT payable to Clinical Skills by the Licensee upon the Licensee placing its order for the Sling Record Software.
- 2.2. Clinical Skills shall be entitled to invoice the Licensee in respect of the Fees upon the Licensee placing its order for downloading the Sling Record Software.

3. Copyright and other Intellectual Property Rights

- 3.1. All copyright, design rights, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications therefor in the Sling Record Software belong to, vest in and are the exclusive property of Clinical Skills, or are licensed to Clinical Skills unless otherwise specified.
- 3.2. You acknowledge that you have no right to have access to the Sling Record Software in source code form or in unlocked coding or with comments.
- 3.3. The integrity of the Sling Record Software is protected by technical protection measures (TPM) so that the intellectual property rights, including copyright, in the Sling Record Software are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorised removal or circumvention of such TPM.

4. Obligations of Clinical Skills

- 4.1. In consideration of payment of the Fees and the Licensee’s agreement to the terms of

this Licence Clinical Skills shall make the Sling Record Software available for download by the Licensee via this website or such other media as is available to Clinical Skills and acceptable to the Licensee within 30 days of receipt of full payment of the Fees.

5. Obligations of Licensee

- 5.1. Except as expressly set out in this Licence or as permitted by any local law, you undertake:
 - 5.1.1. to only use and permit End Users to use the Sling Record Software in accordance with the terms of this Licence;
 - 5.1.2. to only access the Sling Record Software and download, store, print and use the Sling Record Software on the single computer unit to which it has been downloaded;
 - 5.1.3. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Sling Record Software;
 - 5.1.4. not to make alterations to, or modifications of, the whole or any part of the Sling Record Software, nor permit the Sling Record Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 5.1.5. not to disassemble, decompile, reverse engineer or create derivative works based on, the whole or any part of the Sling Record Software.
- 5.2. The Licensee shall control and be responsible for the use of the Sling Record Software by End Users and any username or password issued by the Licensee for access to the Sling Record Software.
- 5.3. The Licensee shall be responsible for:
 - 5.3.1. bringing the terms of this Licence to the attention of all End Users;
 - 5.3.2. the End Users compliance with the terms of this Licence;
 - 5.3.3. issuing usernames and passwords to End Users for accessing the Sling Record Software;
 - 5.3.4. ensuring that it has appropriate measures in place to ensure that the Sling Record Software is not accessible remotely and End Users do not allow unauthorised persons to access the computer on which the Sling Record Software is available;
 - 5.3.5. procuring that all End Users do not disclose such username or password to any other person or End User;
 - 5.3.6. supervising and monitoring the use of the Sling Record Software in accordance with the policies and procedures of the Licensee.

6. Warranties and Liability

6.1. Clinical Skills warrants that:

6.1.1. it shall provide its services with reasonable skill and care;

6.1.2. that the Sling Record Software shall be of satisfactory quality and perform substantially in accordance with the user documentation supplied with it, if used properly and on the correct operating system;

6.2. Clinical Skills gives no other warranty in connection with the Sling Record Software and except as provided above there are no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

6.3. The Licensee acknowledges and shall inform End Users that the Sling Record Software is designed solely to provide printable templates to assist the Licensee and End Users with keeping a record of the type and size of sling required for a patient and how it should be applied to the patient and should be used in line with appropriate and medically tested policies and procedures of the Licensee.

6.4. The Licensee shall satisfy itself before using, or making available the Sling Record Software to End Users that it complies with local and internal policies and procedures. Clinical Skills has made strenuous efforts to ensure that the Sling Record Software reflects relevant, up to date, correct and consistent current practice in the NHS. However it is agreed, acknowledged and understood that:

6.4.1. the Sling Record Software has been developed to provide printable templates to assist with the recordal of information only and is not intended to replace proper supervision and training in relation to the arrangement, fastening, range of choice available (including but not limited to the range of choice available in relation to sling size) or use of slings in medical or nursing establishments and care providers;

6.4.2. clinical practice is constantly evolving and Clinical Skills cannot guarantee that the Sling Record Software is relevant and up to date; and

6.4.3. the procedures shown and instructions referred to within the Sling Record Software should not be undertaken by any person who does not have or is not supervised by a person with appropriate knowledge, skills and expertise.

6.5. Subject as aforesaid and to clause 6.6 below, to the maximum extent permitted by law, Clinical Skills excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect, punitive or consequential loss and including without limitation in relation to:

6.5.1. any failure by any End User or the Licensee to use the Sling Record Software appropriately;

6.5.2. any failure to accurately fill out the templates provided by the Sling Record

Software;

- 6.5.3. any failure to provide proper and appropriate supervision of any End User when completing the templates provided by the Sling Record Software;
 - 6.5.4. any harm, damage or injury caused to any third party by reason of incorrectly completing the templates provided by the Sling Record Software;
 - 6.5.5. all interruptions to the Sling Record Software caused by its improper use; and
 - 6.5.6. the Licensee shall indemnify Clinical Skills in all respects relating thereto.
- 6.6. This Licence shall not exclude or limit the liability of either party for death or personal injury resulting from negligence nor any fraudulent representation.

7. Termination

- 7.1. Clinical Skills will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of such party including without limitation Internet outages, communications outages, viruses, fire, flood, war or act of God.
- 7.2. The Licensee shall be responsible for paying any license fee due in respect of unauthorised use of the Sling Record Software due to the breach of this Licence by the Licensee or End Users and shall indemnify and hold harmless Clinical Skills in respect of any liability connected with that use.

8. General

- 8.1. All notices under this Agreement should be directed to;
Clinical Skills Limited
114 Park Road,
Chiswick,
London
W4 3HP
Fax: 020-8711-3392
- 8.2. Clinical Skills acts as principal on its own account and not as agent for the Licensee or any other legal entity.
- 8.3. If Clinical Skills does not enforce any provision of this agreement such will not be considered a waiver of any provision or right.
- 8.4. If any part of this Licence is held to be unenforceable then that part will at Clinical Skills' option be deleted or construed as far as possible to make it lawful and the remainder of the provisions will remain in full force and effect.
- 8.5. This Licence constitutes the entire agreement between the Licensee and Clinical Skills

and shall apply to the exclusion of all other terms or conditions of contract which the Licensee may purport to propose.

- 8.6. Use of the Sling Record Software is subject to the laws of England and this Agreement shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

PLEASE EMAIL YOUR AGREEMENT TO US